



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Michael Winnewisser, Project Manager

SUBJECT: Professional Services Agreement with UNICO Engineering, Inc. for Construction Management, Inspection, Materials Testing, and Public Outreach Services of the San Jose Creek Multipurpose Path Project

RECOMMENDATION:

Authorize the City Manager to execute a Professional Services Agreement with UNICO Engineering, Inc. for Construction Management, Inspection, Materials Testing, and Public Outreach Services for the San Jose Creek Multipurpose Path for a total not-to-exceed amount of \$2,853,654, with a termination date of December 31, 2027.

BACKGROUND:

The San Jose Creek Multipurpose Path Project (Project) (Capital Improvement Program Project No. 9006), an Active Transportation Program (ATP) project, will construct a multipurpose path adjacent to the San Jose Creek connecting areas north of U.S. Route 101 with the Class I Atascadero Creek Bikeway (Obern Trail) east of State Route 217.

Northern Segment

The Northern segment of the Project is roughly 0.5 miles long. The new Multipurpose Path will begin on Calle Real near the intersection with N. Kellogg Ave. and will tie into the existing bicycle and pedestrian facilities on the south side of Calle Real. The Multipurpose Path then heads south adjacent to the west bank of San Jose Creek and crosses under the US 101 and Union Pacific Railroad (UPRR) structures over San Jose Creek. The Multipurpose Path continues along the west bank of San Jose Creek to conform to Armitos Avenue. At Armitos Avenue, the Northern Segment will tie into the previously constructed portion of the San Jose Creek Multipurpose Path which extends south from Armitos Avenue through Jonny D. Wallis Neighborhood Park.

Construction will consist of the following:

- Retaining Walls: Six (6) sections ranging from 6 to 12 feet in height and 36 to 204 feet in length.

- Graded Slopes: Cut and fill slopes will be between 10 and 14 feet wide, with 2-foot-wide graded shoulders on each side.
- Multipurpose Path: A 10-foot-wide paved multi-use Multipurpose Path with graded shoulders.
- Traffic Control & Signage: Multipurpose Path closure gates, bollards, signs, and pavement striping.

Southern Segment

The southern segment of the Project will begin at the intersection of S. Kellogg Avenue and Kellogg Way (future Ekwil Street) and extend approximately one mile. It will cross over the San Jose Creek channel and continue along State Route (SR) 217, crossing under SR 217 just north of the SR 217 bridge over San Jose Creek. It will then connect to the existing Atascadero Creek Bike Path on the east side of SR 217.

Construction will consist of the following:

- Pedestrian Bridge: This 350-foot-long, 12-foot-wide bridge over San Jose Creek connects bicycle/pedestrian to a bicycle/pedestrian tunnel under SR 217 at the southern end.
- Multipurpose Path: Varies between 8 and 12 feet wide, including shoulders.
- Safety Barrier: A 2-foot-wide, 3-foot-tall concrete barrier with a bicycle/pedestrian railing to separate the Multipurpose Path from SR 217.
- Retaining Wall: A single retaining wall measuring 1,067 feet in length.
- Environmental Mitigation: Tree removal and environmental mitigation planting.
- Traffic Control & Signage: Multipurpose Path closure gates, bollards, signs, and pavement striping.

Union Pacific Railroad Coordination

Additional coordination with Union Pacific Railroad involves the following construction:

- 10-foot-wide Multipurpose Path section crossing under railroad,
- Multipurpose Path shoulders ranging from 0 - 2 feet wide,
- Retaining wall along the creek side of the Multipurpose Path with rock slope protection on the creek bank.

A portion of this Project is supported by grant funding. On January 30, 2019, the California Transportation Commission (CTC) awarded the City of Goleta approximately \$18 million in Active Transportation Program (ATP) funding. Most recently, on March 22, 2024, the CTC allocated ATP funding specifically for the project's construction phase.

With funding, the Project is moving forward with the bidding process. On February 18, 2025, the Council authorized staff to advertise the Project for bids. Per Goleta Municipal

Code (GMC) Section 3.05.170(C), Council approval is required before publishing a notice inviting bids for construction projects exceeding \$200,000.

A Notice Inviting Sealed Bids will be published in a public newspaper, posted on the City's website, and advertised on PlanetBids. The Project is expected to be out for bid by Spring 2025.

The Project is currently in its final design phase, and in preparation for construction, the Public Works Department has solicited proposals for comprehensive construction management services. These services will encompass construction management, resident engineering, inspection, environmental oversight, cultural and biological monitoring, public outreach, and material testing. This oversight is critical to ensuring compliance with federal construction requirements and verifying that the contractor delivers the Project in accordance with the City's and State's Design and Construction Standards, bid documents, and specifications.

Public Outreach

The public outreach team will coordinate with the City's Community Relations Manager and Public Works staff to develop a public outreach campaign to keep the community informed of the Project's progress and the traffic impacts during the Project's construction phase. The public outreach portion of this Project will include community meetings with the public, residents, and businesses impacted by this Project, as well as community outreach to identify stakeholders impacted by construction activities. In partnership with the City, the public outreach team will facilitate conversations and commuter outreach. The Project will have a dedicated website, business cards specific to the Project with a dedicated hotline, and infographics. The public outreach team will coordinate with Caltrans regarding the Caltrans projects concurrently constructing in the area to keep Goleta residents aware of any traffic impacts due to these projects.

DISCUSSION:

The Public Works Capital Improvement Program (CIP) Division is responsible for constructing and maintaining essential City infrastructure, including roads, bridges, drainage facilities, and traffic signals. To ensure projects are delivered successfully, cost-effectively, and safely, they must be managed by a Construction Management Team (CMT) led by a professional engineer. For this Project, a licensed Professional Engineer (PE) is needed to oversee all aspects of construction, including material testing, inspection, and overall project coordination, ensuring compliance with regulatory standards and adherence to project specifications.

On October 10, 2024, Public Works staff issued a Request for Proposals (RFP) for Construction Management services for the San Jose Creek Multipurpose Path Project. The RFP was published on PlanetBids and advertised in the newspaper to solicit proposals. The City received a total of three proposals from the following firms:

1. UNICO Engineering, Inc. (UNICO)
2. MNS Engineers, Inc.
3. Filippin Engineering, Inc.

The RFP closed on November 25, 2024. The Public Works department formed a review team of four members, three from the City of Goleta and one from the City of Santa Barbara. The review team evaluated the proposals and underwent interviews using the ranking criteria outlined in the City-issued RFP. Based on ranking criteria, UNICO received the top ranking.

City staff collaborated with UNICO to negotiate staffing and service costs to ensure the Project complies with all federal guidelines and bid document requirements. According to the Caltrans Local Assistance Procedures Manual, specifically Chapter 16, Section 16.1, titled "Administer Construction Contracts," the City must ensure its project team is adequately staffed and equipped to administer the contract properly. To meet these requirements, UNICO's CMT will provide full-time inspection and support throughout the duration of the Project.

Public Works staff recommends awarding this contract prior to construction award because there are preconstruction items that the UNICO must perform prior to the start of construction. Preconstruction tasks include public outreach, environmental compliance coordination, and Union Pacific Railroad and utility coordination.

Construction is expected to begin in Fall 2025 and be completed by early Winter 2027, and plant establishment scheduled for Fall 2027.

FISCAL IMPACTS:

There are fiscal impacts associated with the execution of this contract. The UNICO contract totals \$2,853,654 and includes an annual escalation percentage between 3.5% and 5% per year, a federal requirement outlined in the Caltrans Local Assistance Procedures Manual Chapter 10 "Consultant Selection". This Project is scheduled to have construction management needs for approximately 1.5 years, including pre- and post-construction requirements; therefore, the construction management will be approximately \$1.90 million a year. Public Works staff has a fiduciary responsibility to the City and will monitor the construction management tasks, and the City will only pay for tasks performed.

The Engineer's Estimate for the total construction cost is approximately \$40,215,349. The Project is funded by the Transportation Development Act (TDA), Development Impact Fee (DIF), Regional Surface Transportation Program (RSTP), Santa Barbara County Association of Governments (SBCAG) Measure A, ATP, Transportation, Community and System Preservation (TCSP), and Redevelopment Project Funds Grants. Recently the City was notified of an award of \$11.16 million in Federal U.S. Department of Transportation (USDOT) funds through the FY 24 Reconnecting Communities Pilot (RCP) Program grant. Table 1 below details the Project cost estimates.

Table 1: Agreement Costs

Vendor	Project Component	Cost	Funding Source	Funding Amount
UNICO Engineering, Inc.	Construction Management	\$2,853,654	235-90-9006-57071	\$272,204
			206-90-9006-57071	\$53,385
			205-90-9006-57071	\$2,028,065
			318-90-9006-57071	\$500,000
Total:		\$2,853,654	Total:	\$2,853,654

Table 2: Project Cost Estimates

Project Components	Estimated Costs	Funding Source	Funding Amounts
Conceptual Design	\$1,837,267*	TDA (202)	\$262,062
Environmental	\$978,007*	Measure A (205)	\$3,955,414
Final Design	\$4,362,726	Measure A (206)	\$438,378
Land Acquisition	\$1,119,000	DIF (Transportation 220)	\$4,729,665
Construction	\$40,215,349	DIF (Bicycle and Pedestrian 235)	\$272,204
		RSTP grant (305)	\$30,689
		ATP Grant (318)	\$17,960,000
		Housing and Community Development (HCD) (319)	\$729,866
		TCSP – Federal (407)	\$76,510
		Redevelopment Project Fund (601)	\$24,829
		TBD Grant - USDOT RCP	\$11,156,330
		Measure A Sales Tax Revenue Bond Proceeds (Pending)	\$8,876,402
Total:	\$48,512,349	Total:	\$48,512,349

*Actual Costs to date

ALTERNATIVES:

City Council may choose not approve the Construction Management, Inspection, Materials Testing, and Public Outreach services agreement. Doing so could delay the Project's construction and jeopardize the ATP grant funding if it is not awarded for construction by the September 30, 2025, ATP grant deadline.

LEGAL REVIEW BY: Isaac Rosen, Acting City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Professional Services Agreement with UNICO Engineering, Inc. for Construction Management Services

ATTACHMENT 1

Professional Services Agreement with Unico Engineering, Inc. for Construction
Management Services

**Project Name: San Jose Creek Multipurpose Path Northern and Southern Segments
Project**

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
UNICO ENGINEERING, INC.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18th day of March 2025, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **UNICO ENGINEERING, INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional construction management services for the San Jose Creek Multipurpose Path Northern and Southern Segments Project; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260; and
4. The City Council, on this 18th day of March 2025, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Construction Management Services in conjunction with the San Jose Creek Multipurpose Path Northern and Southern Segments Project. Services shall generally include construction management tasks, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$2,853,654 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2027, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Michael Winnewisser. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2027, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Craig Schellenger is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third-Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to
City of Goleta
Department of Public Works and Unico Engineering, Inc.
Page 4 of 27

2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. NONDISCRIMINATION

The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes CONSULTANT to the penalties provided for in Labor Code Section 1735.

22. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

25. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

26. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that

32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

33. FEDERAL REQUIREMENTS

FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as **Exhibit “C”** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

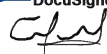
With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

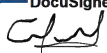
Robert Nisbet, City Manager

DocuSigned by:


Cesar Montes de Oca, PE, President

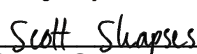
ATTEST

Deborah Lopez, City Clerk

DocuSigned by:


Cesar Montes de Oca, PE, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:


Scott Shapes, Deputy City Attorney

EXHIBIT A
SCOPE OF WORK

Project Approach

Project Approach Methodologies

UNICO will bring a spirit of cooperation and partnering that includes responsiveness, quality, cost management, schedule management, and public outreach/stakeholder coordination.

Responsiveness

The UNICO team includes licensed engineers and inspectors with extensive experience delivering both roadway and bridge projects. This team is flexible, responsive, and nimble to meet the City’s needs. To facilitate responsive communication, UNICO will:

- Manage the project from a fully-staffed local office in Goleta to be on-site during construction and available for consultation.
- Return calls and emails within one hour.
- Respond to emergency inspection requests within one hour.

Quality

UNICO’s approach has two components:

- **Product and Materials Quality:** The UNICO team is familiar with Caltrans standard specifications, standard plans for public works construction “Greenbook”, and the Santa Barbara County Engineering Design Standards which were adopted by the City. Twining will provide materials testing services in accordance with the City’s QAP. UNICO’s inspection team identifies materials that appear out of specification prior to installation.
- **Filing and Documentation:** UNICO will manage, file, and document in accordance with the Caltrans LAPM (Chapters 15, 16, and 17). UNICO has delivered more than 100 federally-funded projects using a rigorous filing protocol that dictates that the project be audit-ready to efficiently manage the funding and reporting requirements. UNICO uses a three-stage internal auditing process, with reviews occurring at the beginning, middle, and end of the project.

Cost Management

UNICO’s approach to managing costs include:

- Developing quantity sheets and back-checking the quantities provided by the design team and the bid schedule. UNICO performs a site visit to confirm reasonable limits, and then recommends adjustments as necessary to avoid cost overruns.
- Tracking quantities daily and preparing monthly quantity sheets to forecast costs and recommend changes to offset extra work items.
- Forecasting and comparing quantities to identify items that impact the budget such as overruns, underruns, approved change orders, field change directives, and potential claims.
- Tracking quantities and payment requests per funding source for reimbursement.

Scope of Work and Anticipated Deliverables

UNICO has a thorough understanding of the services included in RFP Section 4: Scope of Services. The UNICO team will provide the following:

Task 1: Services Prior to Construction

Constructability and Biddability Review: Conduct a constructability and biddability review of the 100% PS&E documents. Prepare a verification matrix of items identified in the documents, plans, specifications, and permits.

Meetings: Prepare agendas, minutes, and action items, and facilitate meetings. Review meetings are anticipated with the utility providers, design team, Caltrans, Santa Barbara MTD, and impacted businesses.

Bid Support: Review and analyze the bid for compliance with the contract requirements, including local, state, and federal regulations.

Task 1 Deliverables:

- Constructability review comment memo, matrix, and redline plans; Meeting agenda and minutes

Task 2: Construction Management

Project Schedule: Review the Contractor’s schedule for compliance. Evaluate and compare the 3-week look-ahead schedule to identify any major delays.



Stakeholder Coordination: Provide coordination between the Contractor, design team, City staff, City Council, Caltrans, County, utility agencies, residents, businesses, and the public regarding construction activities and project progress.

Project Controls: Measure, document, and prepare quantity sheets (based on Caltrans sheets) to approve progress pay estimates. Use quantity forecasting tool to recognize potential quantity overruns early and manage the budget. Track and review certified payroll and request notices of non-performance.

Traffic Handling: Review traffic handling submittal and coordinate review and approval by other agencies. Drive the sites daily to review the traffic control and detours, report issues, and make recommendations for improvements.

SWPPP: Monitor Contractor compliance with the SWPPP. Review the BMPs established at each site.

Monthly Report: Prepare a Monthly Report to include invoice and pay request, including tracking logs, summary of items accomplished, upcoming completion items, schedule status, and items outstanding.

Task 2.1: Contract Administration

Meetings: Prepare agendas, minutes, and action items, and facilitate meetings. Bring the updated logs for submittals, RFIs, and CCOs to provide progress updates and identify safety concerns. Require Contractor to provide weekly look-ahead schedules.

Document Control: Organize project filing system utilizing CMIS to review, track, coordinate, and log submittals, shop drawings, change orders, pay requests, communications, RFIs, and change directives. Submittals, shop drawings, and the progress schedule will be stamped as necessary.

Certified Payroll/Labor Compliance: Review Contractor’s certified payroll for compliance and conduct labor interviews monthly.

Weekly Statement of Working Days: Prepare, track, and update the Contractor as necessary.

Task 2.2: Public Outreach and Coordination

KMP will lead the public outreach efforts, including:

Community Meetings and Workshops: Plan, coordinate, facilitate, and lead up to twelve (12) community meetings and workshops.

Webpage: Develop content, secure graphic images, and update the existing project webpage.

Information Line: Establish dedicated project email address and phone number. Business cards will be provided to the team to redirect questions to the information line.

Infographic: Develop an infographic map that highlights key project components. Update monthly for project webpage and social media channels.

Collateral Materials: Develop up to four collateral pieces to inform the community/stakeholders about the project.

Existing City Communication Channels: Provide content to the City for distribution via the Monarch Press, email, and social media channels with project milestones and traffic impact updates.

Community Outreach: Identify parcels/groups impacted by construction activities and, in partnership with the City, facilitate conversations.

Traffic Delays/Commuter Outreach: Develop footprint for a geo-targeted advertising campaign to inform Goleta residents, commuters, and visitors of upcoming traffic delays.

Task 2.3: Change Order Management

Evaluate change orders for merit and coordinate with the Contractor to analyze the supporting costs in comparison with independent cost analysis and Time Impact Analysis.

Approach the project with a “partnering” mentality to resolve issues at the lowest possible level within the dispute escalation ladder. If a claim arises, analyze additional compensation claims that are submitted and prepare responses.

Task 2.4: Field Inspection

Inspection: Inspect work for compliance with plans, specifications, permits, City QAP, and applicable federal, state, and local codes. Document inspections



in Daily Reports (DRs). Attend daily and weekly Contractor safety meetings. Take photographs and record video prior, during, and post construction. Photographs will be in the DRs and electronically filed via CMIS.

Materials Testing: Twining will provide materials testing and special inspection. Verify that materials used comply with the City’s QAP.

Permitting Compliance and Monitoring: Rincon will provide biological monitoring and regulatory permitting support services to verify compliance with permits and mitigation measures, including SWPPP. Per the permit requirements, pre-construction surveys will be performed 30 days prior to construction, including surveys for woodrats, nesting birds, bats, and special status reptiles. Nesting bird and protected tree monitoring will occur during construction for adherence to the ECR.

Survey Layout and Staking Verification: UNICO will provide survey staking verification.

Task 2.5: Mitigation Installation Oversight

Rincon will provide plant mitigation installation oversight for two on-site locations: 1) San Jose Creek along the Northern segment; 2) San Jose Creek along the Southern segment; and the three off-site locations: 1) San Jose Creek at Jonny D. Wallis Park; 2) Old San Jose Creek at Ekwill Street; and 3) Devereux Creek at Ellwood Mesa. Rincon will provide oversight of the Restoration Contractor to prepare sites for restoration, install the plants, and maintain the sites during the 90-day Plant Establishment Period (PEP).

Task 2 Deliverables:

- Meeting agenda and minutes; Monthly schedule review; Project update report; Tracking logs; Stamped submittals, shop drawings, change orders; Weekly statement of working days; Processed progress pay estimates; Project budget and forecasting spreadsheet; Certified payroll log; Traffic control plan review and approval; Record drawings; Stakeholder database and media materials; Change order memo, supporting documents, signature page; Inspector Daily Reports; Project photographs and video; Material testing reports and logs; Pre-Construction Survey Reports; Pre-Construction and Post-Construction Agency Notifications;

Annual Project Status Report to RWQCB; Project Completion Report for CDFW SAA; Staking verification cut-sheet; Mitigation As-Built Report; 90-day Plant Establishment Period Monitoring Report

Task 3: Construction Closeout

Task 3.1: Substantial and Final Completion

Prepare a punch list to track items that are incomplete, require corrective action, or are subject to testing. Review and comment on final Record Drawings provided in comparison to the field sets. Balance quantities, process final change orders, and recommend final payment and release of retention. Provide documentation for compliance with the MMRP and 90-day plant establishment period.

Task 3.2: Records Compilation and Submittal

The final project records will be organized in accordance with the Caltrans LAPM and delivered to the City electronically via CMIS.

Task 3.3: Warranty and Lien Information

Collect warranty and lien information, including software licenses for traffic devices, training, and manuals prior to final acceptance.

Task 3.4: Final Electronic Submittal

Deliver audit-ready project records in accordance with the Caltrans LAPM to the City electronically.

Task 3 Deliverables:

- Punchlist; Balancing change order; Final pay request; As-built drawings; Project warranty log and manuals; Lien releases; LAPM compliant electronic files

Task 4: Quality Control Plan

Prepare and deliver to the City two (2) copies of a project-specific Quality Control Plan in compliance with Caltrans LAPM Chapter 16. Include: supervision and inspection, project records, tracking time, subcontractors, Daily Reports, employment practices, change orders, QAP, environmental stewardship, progress payments, accounting procedures, safety, disputes, claims, Caltrans oversight, and other items. Provide other tasks as necessary per the RFP.

Task 4 Deliverables:

- Project specific Quality Control Plan





Task 5: Tribal Cultural Resource Monitoring and Treatment Plan

A&G Consulting will prepare and deliver a Tribal Cultural Resource Monitoring and Treatment Plan (TCRMTP) in coordination with the City and Coastal Band of the Chumash Nation to address the details, timing, and responsibility of the archaeological and Native American monitor and the steps to be followed in the event of a discovery during construction.

The Plan will provide the methods and protocols for the identification, evaluation, treatment and protection measures for any such identified resources, including the requirements for the disposition of any artifacts recovered during the project. Record newly discovered cultural resources and update existing records. Report if any cultural resources qualify for the National Register of Historic Places. Provide archaeological resources monitoring report summarizing the methods, results, and conclusions of the monitoring conducted for the project.

Task 5 Deliverables:

- Tribal Cultural Resource Monitoring and Treatment Plan; Report of cultural resources qualifying for National Register of Historic Places; Archaeological Resources Monitoring Report; Daily Tribal Cultural Resources Monitoring; Archaeological Monitoring

Scope of Work Assumptions and Anticipated Levels of Assistance

UNICO’s scope of work was developed in accordance with the RFP. Additional tasks are not anticipated unless environmental challenges are encountered that require specialty consultation and mitigation.

UNICO will engage with the Dewberry design team during the constructability review to mitigate potential conflicts or ambiguities. UNICO anticipates participation from both the City and Dewberry to quickly resolve issues and to assist in coordinating interactions between affected stakeholders such as Caltrans or UPRR.

For clarity, UNICO has added Task 2.5 (Mitigation Installation Mitigation Oversight) to the scope of work, and included the cultural resources and archaeological monitoring under Task 5 (Tribal Cultural Resource Monitoring and Treatment Plan).

Proposed Work Schedule and Staff Assigned to Be Assigned to Each Task

The schedule below summarizes UNICO’s ability to accomplish the required tasks within the 240 working day duration and the assigned staff.

Task	2025			2026			
	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1: Services Prior to Construction	●	●					
Staff Assigned: Justyn Webster, Craig Schellenger, Thomas Roberts, Jerry Lopez, Collin Clark, Greg Villasenor							
Task 2: CM Services			●	●	●	●	●
Staff Assigned: Justyn Webster, Craig Schellenger, Thomas Roberts, Jerry Lopez, Collin Clark, Greg Villasenor, Ryan Ming, David Bishop, Sarah Modeste, Jill Scofield, Jeff Tawakoli, Joe Wallen							
Task 3: Services During Closeout							●
Staff Assigned: Justyn Webster, Craig Schellenger, Thomas Roberts, Jerry Lopez, Collin Clark, Greg Villasenor							
Task 4: Quality Control Plan		●	●	●	●	●	●
Staff Assigned: Yuling Ho, Kendra Bonsall, Julie Love, Ken Victorino							
Task 5: Tribal Cultural Resources Monitoring and Treatment Plan	●	●	●	●	●	●	●
Staff Assigned: Ken Victorino, Gabriel Frausto, Jeff Tawakoli, Joe Wallen							

Equipment, Training, Installation

UNICO currently uses CMIS and does not anticipate additional equipment, training, or installation needs.



Key Issues and Solutions

UNICO has visited the project site, conducted meetings with City staff, and reviewed the available project documentation (plans, specifications, reports, permits) to develop the following anticipated issues and proposed solutions.

Traffic Handling

Safety

- **Challenge:** Multiple construction stages utilized by pedestrians, vehicles, and bicyclists.
- **UNICO Solution:** Enforce the approved traffic control plans and monitor and report unsafe conditions. Coordinate with the City and the Contractor to make modifications necessary for public safety.

Coordination with CHP for COZEEP

- **Challenge:** Maintaining safety during the lane closures on SR 217.
- **UNICO Solution:** UNICO recommends having Construction Zone Enhanced Enforcement Program (COZEEP) on-site with the Contractor. Obtain an agreement, including dates and work hours with CHP for COZEEP early in the project schedule.

Caltrans Coordination

Caltrans Oversight

- **Challenge:** Due to federal funding sources and construction within Caltrans ROW, Caltrans Oversight will be necessary.
- **UNICO Solution:** The January 2024 revision of the Caltrans LAPM (Section 16.18) will assign an Oversight Resident Engineer, Structure Construction Oversight Engineer, and METS Oversight Engineer. Schedule a coordination meeting to review submittal requirements (i.e., traffic control plan) and establish the required meeting frequency.

Lane Closures on SR 217

- **Challenge:** Caltrans approval is required for lane closures on the SR 217 mainline and the on- and off-ramps.

- **UNICO Solution:** Require Contractor to provide verification of lane closure requests and approvals. Verify the Contractor is calling in closures for set-up and take down. This prevents miscommunication, denial of lane closure requests, and delays.

UPRR Coordination

Right of Entry and Maintenance Agreements

- **Challenge:** The project requires work within the UPRR right-of-way, including at-grade and below-grade crossings, as well as upgrades to UPRR facilities.
- **UNICO Solution:** UNICO has knowledge and experience working with UPRR in the Central Coast, specifically within Santa Barbara County. This experience will streamline coordination by adhering to UPRR requirements such as: UPRR Pacific Property Access Training (UP-PAT) and Personal Protection Equipment; Authorized Plans for Construction; UPRR At-Grade and/or Utility Crossing Agreements; Contractor Right of Entry Agreements; Safety Action Plan; Emergency Response Plan; and UPRR Flagging Requirements.

Thomas Roberts is currently serving as the Resident Engineer on the [Wallace Avenue Coastal Access Improvements](#) project for Santa



Barbara County. Thomas has successfully coordinated with UPRR and the Contractor to work within UPRR right-of-way, including:

- Coordinating the “Agreement for Services – Exhibit 2A” with the Contractor
- Provided the Business Affiliation letter for UPRR
- Administering the UP-PAT for the County
- Coordinating the UPRR pre-construction meeting

Stage Construction

Multiple Construction Stages per Northern and Southern Segments

- **Challenge:** There are multiple construction stages at the two different project sites.
- **UNICO Solution:** Meet with Contractor prior to construction to look for staging efficiencies. Utilize construction knowledge and Contractor’s understanding to make improvements to safety, production, and schedule duration.

Night Work Operations

- **Challenge:** Construction noise during night work near residential areas.
- **UNICO Solution:** Review contract documents and work with Contractor to reduce the duration of night work by overlapping work activities.

Bridge Construction Constraints

PreCast Pretensioned Concrete Girders

- **Challenge:** The POC of the Southern segment utilizes precast pretensioned concrete girders.
- **UNICO Solution:** UNICO will work with its materials testing subconsultant Twining to perform source inspection of the precast girders. UNICO will also produce and compile a source inspection quality management plan (SIQMP) based on Caltrans Source Inspection Guidelines for Local Agencies (SIGLA) Manual. UNICO will also work closely with the Contractor to coordinate the delivery and placement of the girders in a safe and orderly manner.

Deep Foundation Construction

- **Challenge:** Construction of the 24”, 30”, and 36” diameter CIDH piles will be complex with “wet piles” constructed under slurry. Difficult pile installation is anticipated due to shallow groundwater, soft ground, running sand and caving soils.
- **UNICO Solution:** Review Contractor’s pile installation plan for transport of the pile drilling spoils and staging of the slurry tanks and drilling equipment. Review Contractor’s temporary shoring plan and keep a record of material removed to compare with the LOTB.

Inspection and pile installation operations should be continuous to minimize the risk of caving. Additionally, Twining will test the welded hoops and the mechanical couplers used in the CIDH rebar cage for compliance.

During Stage 1 of the **Hollister Avenue Bridge Replacement** project, Resident Engineer/Structures Representative, Craig Schellenger, helped coordinate



the successful installation of eight temporarily cased CIDH piles. The project anticipated having wet piles, but only encountered one wet pile which was poured without any anomalies. The other piles were constructed without issues.

Permit Requirements

Environmental Constraints

- **Challenge:** There are several specification sections that provide different work restricted windows. This creates confusion for the Contractor during the bid and construction.
- **UNICO Solution:** Compile the work window requirements into one document and clarify the controlling dates for the restricted work.

Biological Resources and Tree Removal

- **Challenge:** The nesting bird season is from February 1st to September 1st. No vegetation removal is allowed unless a bird survey is performed. If an endangered or threatened bird species is found, no activity is allowed from March 15th to September 15th. Tree and shrub removal will be a key component to the Northern segment because the project footprint is located within Jurisdictional Riparian Habitat where there is a high potential for birds nesting within the trees. The San Diego Desert Woodrat is a regulated and protected species requiring monitoring and survey.
- **UNICO Solution:** Start periodic bird surveys to identify potential nests and provide a solution. Remove vegetation prior to February 1st. Tree



removal will be one of the first orders of work following the start of construction to avoid delays from nesting birds. A pre-construction survey will be conducted within 14 days of the start of construction related activities to track any potential San Diego Desert Woodrat middens (nesting). UNICO will work closely with Rincon to confirm compliance with the ECR and protect the urban forest during construction to the extent feasible.

one meetings, participation in the City’s State of the City or other outreach events.

KMP will work with the UNICO team to identify outreach opportunities and will manage logistics, including venue selection, material development, and facilitation providing clarity and engagement. After each meeting, KMP will compile a summary report of community feedback and recurring concerns, sharing these with the project team.

KMP will utilize its established relationships within the Goleta community to conduct focused outreach with key stakeholders. This includes local businesses, biking advocates, cycling/special interest groups, nearby residents, neighborhood associations, and relevant agencies.

Cultural Resources

- **Challenge:** The project footprint is within a highly-sensitive cultural site that has the potential to include undiscovered cultural resources.
- **Solution:** A&G Consulting to serve as on-site cultural resources monitor during ground disturbing activities, and develop Tribal Cultural Resource Monitoring and Treatment Plan.

Outreach to Residents

KMP will communicate with the property managers for the multi-family housing units (Ex: La Goleta Condominiums, L.C. Grossman Homes, Winslowe – New Homes by City Venture Place) to set-up an email group and provide updates to tenants.

Mitigation/Restoration

- **Challenge:** The project includes a 5-year plant restoration and mitigation plan to commence upon substantial completion.
- **UNICO Solution:** UNICO will coordinate closely with Rincon and the Restoration Contractor to oversee site preparation, including plant selection/propagation, irrigation, and planting techniques, and that the time frames for growing and harvesting the necessary plants is closely monitored.

Outreach to Businesses

There are small businesses fronting the project alignments (Ex: Santa Barbara Nissan, Santa Barbara Honda, Boone Graphics, Fence Factory, Holliday Rock, Santa Barbara Neighborhood Clinics, etc.) While access must be maintained, KMP will clearly explain the project impacts to businesses and will utilize the City’s social media channels to remind people that businesses are open during construction.

Public Outreach/Stakeholder Coordination

With prior experience in Goleta on projects such as Project Connect, Hollister Avenue Old Town Interim Striping, and Pavement Rehabilitation, KMP will leverage established relationships and prioritize proactive updates and adaptable, responsive strategies to mitigate community concerns.

3rd Party Stakeholder Coordination

Working with City staff, KMP and UNICO will provide stakeholder coordination. This includes the City of Santa Barbara, Housing Authority of County of Santa Barbara, and City of Goleta Parks Recreation & Open Spaces (Armitos Park, Jonny D. Wallis Park). Utility relocations are not anticipated for this project, but UNICO is familiar with the various utility agencies and contacts from experience working within the City of Goleta.

KMP, utilizing lessons learned on other Goleta Public Works projects, recommends integrating a variety of outreach tactics, including community open houses as recommended in the RFP which can be employed as traditional open houses or perhaps more impactfully as presentations to interest groups during their regularly scheduled meetings, Council updates on the project and public outreach efforts, one-on-



EXHIBIT B
SCHEDULE OF FEES



City of Goleta
San Jose Creek Multipurpose Path - Northern and Southern Segments
Cost Proposal

Rincon																
	Colby Boggs PR01 - Principal	Christopher Duran PR01 - Principal	Ken Victorino CR08 - Sr. Supervising Archaeologist II	Catalina Niessen CR01 - Archaeologist I	Lucas Nichols CR03 - Archaeologist III	Christopher Julian PR01 - Principal	Julie Love BI07 - Supervisor Biologist I	Yuling Huo BI05 - Senior Biologist I	Kendra Bonsall BI04 - Biologist IV	Emily Bredy BI02 - Biologist II	Elizabeth Shoemaker BI01 - Biologist I	Isabelle Radis GC02 - GIS/CADD Specialist II	Debra Seltzer PS01 - Production Specialist I	Ramona Bryant CL03 - Project Accountant	Staff BI05 - Senior Biologist I	
Direct Labor Rate	\$87.46	\$87.16	\$76.09	\$35.83	\$41.60	\$87.05	\$59.99	\$47.25	\$42.04	\$39.82	\$31.05	\$36.57	\$41.67	\$40.21	\$52.10	
Overhead Rate	202.16%															
Fee	15%															
Bill Rate	\$303.91	\$302.87	\$264.40	\$124.50	\$144.55	\$302.48	\$208.46	\$164.19	\$146.08	\$138.37	\$107.89	\$127.07	\$144.80	\$139.72	\$181.04	
Task #	Task Description															Total
1	Services Prior to Construction															\$ -
2	7					52	214	321	438	280	319	40	12	19	41	\$ 269,212.99
3	Services During Construction Closeout															\$ -
4	Quality Control Plan															\$ -
5		18	68	50	407											\$ 88,489.23
	7	18	68	50	407	52	214	321	438	280	319	40	12	19	41	\$ 357,702.22

Other Direct Costs	\$ 10,483.35
Rincon ODCs and Escalation	\$ 10,483.35
Total	\$ 368,185.57



City of Goleta
San Jose Creek Multipurpose Path - Northern and Southern Segments

Cost Proposal

		A & G Consulting						
		Gabriel Frausto Cultural Resource Monitoring	Ashlee Frausto Project Manger					
	Direct Labor Rate	\$80.00	\$45.00					
	Overhead Rate	120.00%						
	Fee	15%						
	Bill Rate	\$202.40	\$113.85					
Task #	Task Description							Total
1	Services Prior to Construction							\$ -
2	Construction Management Services							\$ -
3	Services During Construction Closeout							\$ -
4	Quality Control Plan							\$ -
5	Tribal Cultural Resource Monitoring & Treatment Plan	2000	500					\$ 461,725.00
								\$ 461,725.00
		2000	500	0	0	0	0	0

Other Direct Costs	\$ -
Total	\$ 461,725.00



City of Goleta
San Jose Creek Multipurpose Path - Northern and Southern Segments

Cost Proposal

		KMP Strategies										
		Sarah Modeste, Partner	Noah Painter, Partner	KMP Staff, Senior Project Manager	KMP Staff, Project Manager	KMP Staff, Project Coordinator	KMP Staff, Project Assistant					
	Direct Labor Rate	\$74.52	\$62.50	\$60.00	\$55.00	\$40.00	\$30.00					
	Overhead Rate	260.31%										
	Fee	15%										
	Bill Rate	\$308.78	\$258.97	\$248.61	\$227.90	\$165.74	\$124.31					
Task #	Task Description											Total
1	Services Prior to Construction											\$ -
2	Construction Management Services	300	0	125	85	0	260					\$ 175,401.25
3	Services During Construction Closeout											\$ -
4	Quality Control Plan											\$ -
5	Tribal Cultural Resource Monitoring & Treatment Plan											\$ -
		300	0	125	85	0	260	0	0	0	0	\$ 175,401.25

Other Direct Costs	\$ 20,000.00
Public Outreach Needs (i.e., Graphic design, printing, postage, digital ads, etc.) <input type="checkbox"/>	\$ 20,000.00

Total	\$ 195,401.25
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City of Goleta
San Jose Creek Multipurpose Path - Northern and Southern Segments

Cost Proposal

		Twining					
		Project Manager	Technician				
	Direct Labor Rate	\$90.56	\$61.01				
	Overhead Rate	143.59%					
	Fee	15%					
	Bill Rate	\$253.68	\$170.91				
Task #	Task Description						Total
1	Services Prior to Construction						\$ -
2	Construction Management Services	100	700				\$ 145,002.92
3	Services During Construction Closeout						\$ -
4	Quality Control Plan						\$ -
5	Tribal Cultural Resource Monitoring & Treatment Plan						\$ -
							\$ 145,002.92
		100	700	0	0	0	

Other Direct Costs	\$ 15,000.00
Lab Testing	\$ 15,000.00
Total	\$ 160,002.92

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: UNICO Engineering
 Project No. _____ Contract No. _____ Date February 11, 2025
 Project Name City of Goleta - San Jose Creek Multipurpose Path

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Principal in Charge *	Cesar Montes de Oca, PE	\$100.00 - \$120.00	70	\$ 100.00	\$ 7,000.00
Senior Resident Engineer	STAFF	\$80.00 - \$100.00	0	\$ 90.00	\$ -
Resident Engineer	Craig Schellenger, PE	\$75.00 - \$95.00	1040	\$ 90.00	\$ 93,600.00
Assistant Resident Engineer	Thomas Roberts, PE	\$65.00 - \$85.00	2080	\$ 74.52	\$ 155,001.60
Office Engineer	STAFF	\$30.00 - \$50.00	2080	\$ 36.06	\$ 75,004.80
Construction Inspector **	Collin Clark	\$65.00 - \$85.00	2000	\$ 65.00	\$ 130,000.00
Construction Inspector **	STAFF	\$65.00 - \$85.00	1040	\$ 65.00	\$ 67,600.00
Claims Analyst **	David Bishop	\$65.00 - \$85.00	80	\$ 65.00	\$ 5,200.00
Survey Manager	Rob Marques	\$90.00 - \$110.00	0	\$ 92.40	\$ -
Senior Land Surveyor	Ryan Ming, PLS	\$70.00 - \$90.00	40	\$ 74.80	\$ 2,992.00
Party Chief **	STAFF	\$80.00 - \$100.00	240	\$ 92.62	\$ 22,228.80
Rodman **	STAFF	\$75.00 - \$95.00	240	\$ 85.17	\$ 20,440.80
Survey Technician/Drafter	STAFF	\$30.00 - \$50.00	40	\$ 33.50	\$ 1,340.00
			8,950		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 580,408.00
b) Anticipated Salary Increases	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 580,408.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead (Rate: <u>149.95%</u>)	g) Overhead [(c) x (f)]	\$ 870,321.80
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 870,321.80

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 15%** **\$ 217,609.47**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
i) TOTAL OTHER DIRECT COSTS				
				\$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	Total
Rincon	\$ 368,185.57
A&G Consulting	\$ 461,725.00
KMP Strategies	\$ 195,401.25
Twining	\$ 154,728.78
m) TOTAL SUBCONSULTANTS' COSTS	\$ 1,180,040.60

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$ 1,180,040.60**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 2,848,379.87**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
4. There may be a yearly prevailing wage increase 7/1/25 so PW rates may change on that date for staff paid PW.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$580,408.00	8,950		\$64.85	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$64.85	+	5.0%		\$68.09	Year 2 Avg Hourly Rate
Year 2	\$68.09	+	5.0%		\$71.50	Year 3 Avg Hourly Rate
Year 3	\$71.50	+	5.0%		\$75.07	Year 4 Avg Hourly Rate
Year 4	\$75.07	+	5.0%		\$78.83	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.0%	*	8,950		8950	Estimated Hours Year 1
Year 2	0.0%	*	8,950		0	Estimated Hours Year 2
Year 3	0.0%	*	8,950		0	Estimated Hours Year 3
Year 4	0.0%	*	8,950		0	Estimated Hours Year 4
Year 5	0.0%	*	8,950		0	Estimated Hours Year 5
Total	<u>100.0%</u>		Total		<u>8,950</u>	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)	=	Cost Per Year	
Year 1	\$64.85		* 8950		\$580,408.00	Estimated Hours Year 1
Year 2	\$68.09		* 0		\$0.00	Estimated Hours Year 2
Year 3	\$71.50		* 0		\$0.00	Estimated Hours Year 3
Year 4	\$75.07		* 0		\$0.00	Estimated Hours Year 4
Year 5	\$78.83		* 0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation		= \$580,408.00	
			Direct Labor Subtotal before Escalation		= <u>\$580,408.00</u>	
			Estimated total of Direct Labor Salary Increase		= \$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL
Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	Cesar Montes de Oca	Title**:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2025
Email**:	cesar@unicoengineering.com	Phone Number:	916-900-6623
Address:	80 Blue Ravine Road, Suite 250, Folsom, CA 95630		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction Management

COST PROPOSAL 1 PAGE 1 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Rincon Consultants, Inc.

Contract No. CIP 9006

Date 11/15/2024

Project No.

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PR01 - Principal	Colby Boggs	7	\$87.46	\$612.22
PR01 - Principal	Christopher Duran	18	\$87.16	\$1,568.88
PR01 - Principal	Christopher Julian	52	\$87.05	\$4,526.60
DR01 - Director	Greg Ainsworth	0	\$85.93	\$0.00
BI07 - Supervisor Biologist I	*Julie Love	214	\$59.99	\$12,837.86
BI05 - Senior Biologist I	*Yuling Huo	321	\$47.25	\$15,167.25
BI04 - Biologist IV	*Kendra Bonsall	438	\$42.04	\$18,413.52
BI02 - Biologist II	Emily Bredy	280	\$39.82	\$11,149.60
BI01 - Biologist I	Elizabeth Shoemaker	319	\$31.05	\$9,904.95
CR08 - Sr. Supervising Archaeologist II	*Ken Victorino	68	\$76.09	\$5,174.12
CR01 - Archaeologist I	Catalina Niessen	50	\$35.83	\$1,791.50
CR03 - Archaeologist III	Lucas Nichols	407	\$41.60	\$16,931.20
GC02 - GIS/CADD Specialist II	Isabelle Radis	40	\$36.57	\$1,462.80
PS01 - Production Specialist I	Debra Seltzer	12	\$41.67	\$500.04
CL03 - Project Accountant	Ramona Bryant	19	\$40.21	\$763.99
BI05 - Senior Biologist I		41	\$52.10	\$2,136.10
BI02 - Biologist II		0	\$36.56	\$0.00
CR02 - Archaeologist II		0	\$38.55	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$102,940.63
b) Anticipated Salary Increases (see page 2 for calculation)	\$786.04
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$103,726.67

INDIRECT COSTS

d) Fringe Benefits	(Rate: <u>98.86%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$102,544.18
f) Overhead	(Rate: <u>103.30%</u>)	g) Overhead [(c) x (f)]	\$107,149.65
h) General and Administrative	(Rate: <u>0.00%</u>)	Gen & Admin [(c) x (h)]	\$0.00
j) Total Indirect Costs [(e) + (g) + (i)]			\$209,693.83

FIXED FEE

o) (Rate: <u>15.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (o)	\$47,013.07
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D) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of item	Quantity	Unit(s)	Unit Cost	Total
Standard Field Package	30	Unit	\$114.00	\$3,420.00
Mileage	3669	Unit	\$0.67	\$2,458.23
GPS (Sub-meter Accuracy)	19	Unit	\$67.00	\$1,273.00
Supplies - Pin Flags	6	Unit	\$100.00	\$600.00
l) TOTAL OTHER DIRECT COSTS				\$7,751.23

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
m) TOTAL SUBCONSULTANT'S COSTS	\$0.00

N) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$7,752.00

TOTAL COST [(c) + (j) + (k) + (n)] \$368,185.57

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

COST PROPOSAL 1 PAGE 2 OF 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Rincon Consultants, Inc. Contract No. CIP 9006

Date 11/15/2024

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$102,940.63	2286	=	\$45.03	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$45.03	+	3.5%	=	\$46.61	Year 2 Avg Hourly Rate
Year 2	\$46.61	+	3.5%	=	\$48.24	Year 3 Avg Hourly Rate
Year 3	\$48.24	+	3.5%	=	\$49.93	Year 4 Avg Hourly Rate
Year 4	\$49.93	+	3.5%	=	\$51.67	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	78.18%	*	2286.0	=	1787.3	Estimated Hours Year 1
Year 2	21.82%	*	2286.0	=	498.7	Estimated Hours Year 2
Year 3		*	2286.0	=	0.0	Estimated Hours Year 3
Year 4		*	2286.0	=	0.0	Estimated Hours Year 4
Year 5		*	2286.0	=	0.0	Estimated Hours Year 5
Total	100.00%		Total	=	2286.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$45.03	*	1787	=	\$80,482.47	Estimated Hours Year 1
Year 2	\$46.61	*	499	=	\$23,244.19	Estimated Hours Year 2
Year 3	\$48.24	*	0	=	0	Estimated Hours Year 3
Year 4	\$49.93	*	0	=	0	Estimated Hours Year 4
Year 5	\$51.67	*	0	=	0	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$103,726.67	
			Direct Labor Subtotal before Escalation	=	\$102,940.63	
			Estimated total of Direct Labor Salary Increase	=	\$786.04	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

COST PROPOSAL 1 PAGE 3 OF 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Lacrisa Davis</u>	Title*:	<u>CFO</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>11/21/2024</u>
Email:	<u>lcook@rinconconsultants.com</u>	Phone Number:	<u>805-644-4455</u>
Address:	<u>180 N. Ashwood Avenue, Ventura CA 93003</u>		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Biological and Cultural Compliance and Mitigation Installation Oversight for the San Jose Creek Multipurpose Path (North & South Segments)
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SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

Consultant: A and G Consulting
 Project No. _____ Contract No. _____ Date November 21, 2024
 Project Name San Jose Creek

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Actual Hr Rate</u>	<u>Total</u>
Cultural Resource Monitoring	Gabriel Frausto		2000	\$ 80.00	\$ 160,000.00
Project Manager	Ashlee Frausto		500	\$ 45.00	\$ 22,500.00
			<u>2,500</u>		

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$ 182,500.00</u>
b) Anticipated Salary Increases	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$ 182,500.00</u>

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	c) Total Fringe Benefits [(c) x (d)]	<u>\$ -</u>
f) Overhead (Rate: <u>120.00%</u>)	g) Overhead [(c) x (f)]	<u>\$ 219,000.00</u>
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	<u>\$ -</u>
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	<u>\$ 219,000.00</u>

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 15%]** **\$ 60,225.00**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				\$ -
				i) TOTAL OTHER DIRECT COSTS <u>\$ -</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 461,725.00**

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours per	Avg	5 Year
<u>Subtotal</u> per Cost	Cost Proposal	Hourly	Contract
Proposal		Rate	Duration
\$182,500.00	2,500 =	\$73.00	Year 1 Avg
			Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Year 1	Avg Hourly Rate		Proposed Escalation		Year 2 Avg Hourly Rate
	\$73.00	+	5.0%	=	\$76.65

Year 2	\$76.65	+	5.0%	=	\$80.48	Year 3 Avg Hourly Rate
Year 3	\$80.48	+	5.0%	=	\$84.51	Year 4 Avg Hourly Rate
Year 4	\$84.51	+	5.0%	=	\$88.73	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.0%	*	2,500	=	2500	Estimated Hours Year 1
Year 2	0.0%	*	2,500	=	0	Estimated Hours Year 2
Year 3	0.0%	*	2,500	=	0	Estimated Hours Year 3
Year 4	0.0%	*	2,500	=	0	Estimated Hours Year 4
Year 5	0.0%	*	2,500	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	2,500	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)	=	Cost Per Year	
Year 1	\$73.00	*	2500	=	\$182,500.00	Estimated Hours Year 1
Year 2	\$76.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$80.48	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$84.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$88.73	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$182,500.00	
			Direct Labor Subtotal before Escalation	=	\$182,500.00	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Ashlee Frausto Title**: President
 Signature: Ashlee Frausto Date of Certification (mm/dd/yyyy): 11/21/2024

Email**: afrausto@aandgconsulting805.com

Phone Number: 805-568-8872

Address: 595 Ranch Road, Solvang CA 93463

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Tribal Cultural Resource Monitoring

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

Prime Consultant Subconsultant

2nd Tier Subconsultant

Consultant: KMP STRATEGIES LLC
Project No. _____ Contract No. _____ Date November 21, 2024
Project Name San Jose Creek Multipurpose Path - Northern and Southern Segments

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Hours</u>	<u>Actual Hr Rate</u>	<u>Total</u>
Partner	Sarah Modeste	300	\$ 74.52	\$ 22,356.00
Partner	Noah Painter	0	\$ 62.50	\$ -
Senior Project Manager	KMP Staff	125	\$ 60.00	\$ 7,500.00
Project Manager	KMP Staff	85	\$ 55.00	\$ 4,675.00
Project Coordinator	KMP Staff	0	\$ 40.00	\$ -
Project Assistant	KMP Staff	260	\$ 30.00	\$ 7,800.00
		<u>770</u>		

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 42,331.00
b) Anticipated Salary Increases	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 42,331.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>22.19%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ 9,393.25
f) Overhead (Rate: <u>238.12%</u>)	g) Overhead [(c) x (f)]	\$ 100,798.58
h) General and Administrative (Rate: <u>0.00%</u>)	en & Admin [(c) x (h)]	\$ -
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$ 110,191.83

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>15%</u>	\$ 22,878.42
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

<u>Description of Item</u>	<u>Unit Cost</u>	<u>Total</u>
Public Outreach Needs (i.e., Graphic design, printing, postage, domain, digital ads, etc.)		\$ 20,000.00
i) TOTAL OTHER DIRECT COSTS		\$ 20,000.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS	\$ -
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n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 20,000.00
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 195,401.25
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$42,331.00	770	\$54.98	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate			
Year 1	\$54.98	+	\$56.62	Year 2 Avg Hourly Rate
Year 2	\$56.62	+	\$58.32	Year 3 Avg Hourly Rate
Year 3	\$58.32	+	\$60.07	Year 4 Avg Hourly Rate
Year 4	\$60.07	+	\$61.88	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Year	
Year 1	100.0%	*	770	Estimated Hours Year 1
Year 2	0.0%	*	0	Estimated Hours Year 2
Year 3	0.0%	*	0	Estimated Hours Year 3
Year 4	0.0%	*	0	Estimated Hours Year 4
Year 5	0.0%	*	0	Estimated Hours Year 5
Total	<u>100.000%</u>		<u>770</u>	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Cost Per Year	
Year 1	\$54.98	*	\$42,331.00	Estimated Hours Year 1
Year 2	\$56.62	*	\$0.00	Estimated Hours Year 2
Year 3	\$58.32	*	\$0.00	Estimated Hours Year 3
Year 4	\$60.07	*	\$0.00	Estimated Hours Year 4
Year 5	\$61.88	*	\$0.00	Estimated Hours Year 5
			\$42,331.00	
			<u>\$42,331.00</u>	
			\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Sarah Modeste

Signature:  11/21/2024

Email**: sarah@kmpstrategies.com 916-548-1982

Address: 1721 2nd Street, Ste 100, Sacramento, CA 95811

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

public outreach services

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

Consultant: Twining, Inc.
 Project No. _____ Contract No. _____ Date November 21, 2024
 Project Name City of Goleta - San Jose Creek Multipurpose Path Project

DIRECT LABOR

<u>Classification/Title</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Actual Hr Rate</u>	<u>Total</u>
Project Manager	Jeff Tawakoli		100	\$ 90.56	\$ 9,056.00
Inspector	Inspector		700	\$ 61.01	\$ 42,707.00
			<u>800</u>		

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$ 51,763.00</u>
b) Anticipated Salary Increases	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$ 51,763.00</u>

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>73.69%</u>)	c) Total Fringe Benefits [(c) x (d)]	<u>\$ 38,144.15</u>
f) Overhead (Rate: <u>69.90%</u>)	g) Overhead [(c) x (f)]	<u>\$ 36,182.34</u>
h) General and Administrative (Rate: _____)	i) Gen & Admin [(c) x (h)]	<u>\$ -</u>
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	<u>\$ 74,326.49</u>

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 15%** **\$ 18,913.42**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				\$ -
	i) TOTAL OTHER DIRECT COSTS			<u>\$ 15,000.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS **\$ -**

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **\$ 15,000.00**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 160,002.92**

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours per	Avg	5 Year Contract Duration
<u>Subtotal</u> per Cost	Cost Proposal	Hourly	
Proposal		Rate	
\$51,763.00	800 =	\$64.70	
			Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Year 1	Avg Hourly Rate		Proposed Escalation		Year 2 Avg Hourly Rate
	\$64.70	+	5.0%	=	\$67.94

Year 2	\$67.94	+	5.0%	=	\$71.34	Year 3 Avg Hourly Rate
Year 3	\$71.34	+	5.0%	=	\$74.90	Year 4 Avg Hourly Rate
Year 4	\$74.90	+	5.0%	=	\$78.65	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.0%	*	800	=	800	Estimated Hours Year 1
Year 2	0.0%	*	800	=	0	Estimated Hours Year 2
Year 3	0.0%	*	800	=	0	Estimated Hours Year 3
Year 4	0.0%	*	800	=	0	Estimated Hours Year 4
Year 5	0.0%	*	800	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	800	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)	=	Cost Per Year	
Year 1	\$64.70	*	800	=	\$51,763.00	Estimated Hours Year 1
Year 2	\$67.94	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$71.34	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$74.90	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$78.65	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$51,763.00	
Direct Labor Subtotal before Escalation				=	\$51,763.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Marisel Attento Rhorer Title**: Chief Strategy Officer
 Signature:  Date of Certification (mm/dd/yyyy): 11/21/2024

24
Email**: mattento@twininginc.com

Phone Number: 805-630-8390

Address: 1879 Portola Rd., Suite G, Ventura, CA 93003

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Geotechnical engineering support, materials testing and special inspections

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, UNICO Engineering, Inc. (the "Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Consultant.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

B. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made

under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.
- i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
 - ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials

provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.

- iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any

other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity:

Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is

required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all

applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.